

Strategic Alliance Memorandum

Between the

United States Small Business Administration

and the

State of California

I. Purpose

The United States Small Business Administration (“SBA”) and the State of California (each a “Party” or, collectively the “Parties”) are joined by a common mission: **helping start, maintain, and expand small businesses in California.** The Parties will work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of meeting the needs of the small business community.

In the State of California, small businesses are vital to the financial well-being of the state’s economy. Small Businesses’ contributions are essential for the economic growth and jobs creations in California. As entrepreneurs and innovators, small business owners represent a diverse group and continue to keep the state’s economy growing and productive.

The mission of the SBA is to aid, counsel, assist and protect the interest of small business by providing financial, contractual and business development assistance and advocating on their behalf within the government. SBA district offices deliver SBA programs and services to the public. Each Party has separate services and resources which, when delivered in coordination with each other, will provide maximum benefit to the small business communities served.

The purpose of this Strategic Alliance Memorandum (SAM) is to develop and foster mutual understanding and a working relationship between the SBA and the State of California in order to increase the participation of the small business community in SBA loan programs, training and outreach programs during the term of this SAM.

Nothing in this SAM permits SBA to use the California logo or seal, and nothing in this SAM permits California to use the SBA logo or seal. The “U.S. Small Business Administration” name shall be used only in a factual manner, consistent with applicable law, and shall not promote or endorse any products or services of any entity including but not limited to the State of California.

The Parties acknowledge that specific joint training and outreach activities contemplated under this SAM require further negotiations and separate signed agreement(s) developed pursuant to SBA’s cosponsorship authority, 15 U.S.C. §633(h).

In order to further their common goals, the Parties agree to the following:

II. Scope and Responsibilities

Within the limits of its available and/or appropriated resources:

SBA will work with the State of California to foster an environment of entrepreneurship within the state, using SBA programs to give small businesses the opportunity to succeed.

The SBA will provide business counseling and training and management and technical assistance to small businesses in the State of California through the Agency's six California-based district offices and its resource partners including Small Business Development Centers (SBDCs), SCORE – Counselors to America's Small Business, Women's Business Centers (WBCs) and Veteran's Business Outreach Centers (VBOCs) (collectively, "SBA's Resource Partners").

The SBA will work with the State of California to alert small businesses in the state about upcoming business matchmaking events with the goal of increasing the number of small business participating in the event.

The SBA will provide speakers, consistent with SBA regulations and policy, for workshops, conferences, seminars and other activities organized by the State of California to discuss SBA financing, government contracting and other business topics.

The SBA will work with the State of California to increase small business's knowledge about the U.S. Export Assistance Center located in Newport Beach and the full range of federal export programs and services available.

SBA will appoint a staff person to work with the State of California in order to develop a cosponsored relationship between the Parties, and to explore ideas for enhancing and improving services to the small business community. The Parties will consider, among other things and subject to the availability of funds, a cosponsored activity that includes the provision of training and other services to small businesses during the "Governor's Small Business Recognition Day."

Within the limits of its available and/or appropriated resources:

The State of California will work with the SBA to alert small business in the state about SBA programs and services available within the state, including information about SBA's Resource Partners.

California state agencies and departments will participate in business matchmaking events, as appropriate, to provide information and contracting/procurement opportunities to qualified small businesses.

The State of California will make available to its small business constituents SBA pamphlets, brochures and other publications, subject to availability.

The State of California will designate a staff person to work with SBA in order to develop a cosponsored relationship between the Parties, and to explore ideas for enhancing and improving services to the small business community. The Parties will consider, among other things and subject to the availability of funds, a cosponsored activity that includes the provision of training and other services to small businesses during the “Governor’s Small Business Recognition Day.”

III. Term

Cooperation under this SAM will commence upon signature of each Party and will continue for a period of one year from date of signature unless otherwise terminated by any Party as per paragraph V below.

IV. Amendment

The Parties agree to consult each other on any amendment, modification or clarification to the provisions of this SAM. This SAM may only be amended or modified in writing and shall be consistent with applicable laws, regulations and policy of SBA and the State of California.

V. Termination

Any Party may discontinue its participation under this SAM at any time, with or without cause, upon thirty (30) days notice to each Party.

VI. Relationship

This SAM does not authorize the expenditure of any funds by Parties. Accordingly, this SAM shall not be interpreted as creating any binding legal obligations between the Parties nor shall it limit each Party from participating in similar activities or arrangements with other entities. Nothing contained herein shall be construed to create any association, partnership, joint venture or relation of principal or agent or employer and employee with respect to Parties.

VII. Responsible Officials

The responsible officials and points of contact for administrative matters pertaining to this SAM are:

State of California

Name: E. Dennis Trinidad

Title: Director, Governor’s Office
of Small Business Advocate

Address: P.O. Box 3044
Sacramento, CA 95812-3044

Tel No: (916) 341-7336

Email: dennis.trinidad@opr.ca.gov

U.S. Small Business Administration

Name: _____

Title: _____

Address: _____

Tel No: _____

Email: _____

VIII. Signatures

The signatories below represent that they have the authority to make such commitments on behalf of their respective organizations:

U.S. Small Business Administration:

Hector V. Barreto, Administrator
U.S. Small Business Administration

Date

State of California:

E. Dennis Trinidad, Director
Governor's Office of Small Business Advocate

Date